

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NO. W912DR-05-R-0019		2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px;"></td> <td>A. SEALED BID</td> </tr> <tr> <td>X</td> <td>B. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>C. NEGOTIATED (RFQ)</td> </tr> </table>			A. SEALED BID	X	B. NEGOTIATED (RFP)		C. NEGOTIATED (RFQ)
	A. SEALED BID										
X	B. NEGOTIATED (RFP)										
	C. NEGOTIATED (RFQ)										
INSTRUCTIONS											
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>YOU ARE CAUTIONED TO NOTE THE "CERTIFICATION OF NON-SEGREGATED FACILITIES" IN THE SOLICITATION. FAILURE TO AGREE TO THE CERTIFICATION WILL RENDER YOUR REPLY NONRESPONSIVE TO THE TERMS OF SOLICITATIONS INVOLVING AWARDS OF CONTRACTS EXCEEDING \$25,000 WHICH ARE NOT EXEMPT FROM THE PROVISIONS OF THE EQUAL OPPORTUNITY CLAUSE.</p> <p>"FILL-INS" ARE PROVIDED ON THE FACE AND REVERSE OF STANDARD FORM 18 AND PARTS I AND IV OF STANDARD FORM 33, OR OTHER SOLICITATION DOCUMENTS AND SECTIONS OF TABLE OF CONTENTS IN THIS SOLICITATION AND SHOULD BE EXAMINED FOR APPLICABILITY.</p> <p>SEE THE PROVISION OF THIS SOLICITATION ENTITLED EITHER "LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS" OR "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS."</p> <p>WHEN SUBMITTING YOUR REPLY, THE ENVELOPE USED MUST BE PLAINLY MARKED WITH THE SOLICITATION NUMBER, AS SHOWN ABOVE AND THE DATE AND LOCAL TIME SET FORTH FOR BID OPENING OR RECEIPT OF PROPOSALS IN THE SOLICITATION DOCUMENT.</p> <p>IF NO RESPONSE IS TO BE SUBMITTED, DETACH THIS SHEET FROM THE SOLICITATION, COMPLETE THE INFORMATION REQUESTED ON REVERSE, FOLD, AFFIX POSTAGE, AND MAIL. NO ENVELOPE IS NECESSARY.</p> <p>REPLIES MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN 18 U.S.C. 1001.</p>											
3. ISSUING OFFICE (Complete mailing address, including zip code) USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE 21201											
4. ITEMS TO BE PURCHASED (Brief description) IDIQ for Comprehensive Planning Services to Support the U.S. Army Corps of Engineers, Baltimore District, Civil Works, Military and Support for Others Programs											
5. PROCUREMENT INFORMATION (X and complete as applicable)											
X	A. THIS PROCUREMENT IS UNRESTRICTED										
	B. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents for details).										
	(1) SMALL BUSINESS	(2) LABOR SURPLUS AREA CONCERNS	(3) COMBINED SMALL BUSINESS/ LABOR AREA CONCERNS								
6. ADDITIONAL INFORMATION Procurement is UNRESTRICTED <p>Large Business Firms are required to submit a subcontracting plan with their proposals. The Small Business subcontracting goal for this procurement is 45% of the total subcontracting dollar value. Of that 45%, 20% should be placed with Small Disadvantaged Businesses, 10% with Women Owned Small Businesses, 3% with HUB Zone Businesses, 3% with Veteran Owned Small Businesses and 3% with Disabled Veteran Owned Small Businesses.</p> <p>The Government's intent is to award an Indefinite Delivery Firm Fixed Price Contract with a twelve month base year and the option to extend for four additional years. More than one contract may be awarded from this solicitation.</p>											
7. POINT OF CONTACT FOR INFORMATION											
A. NAME (Last, First, Middle Initial) TERRI QUICK			B. ADDRESS (Include Zip Code)								
C. TELEPHONE NUMBER (Including Area Code and Extension) (410)962-2708											

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	A. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	B. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	C. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	D. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/>	E. OTHER (Specify)		
9. MAILING LIST INFORMATION (X one)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED			
10. RESPONDING FIRM			
A. COMPANY NAME		B. ADDRESS (Include Zip Code)	
C. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, M.I.)		(2) TITLE	(3) SIGNATURE
			(4) DATE SIGNED (YYMMDD)
DD Form 1707 Reverse, MAR 90			
FOLD			
FOLD			
FOLD			
FROM			
AFFIX STAMP HERE			
SOLICITATION NUMBER W912DR-05-R-0019		TO	
DATE (MMDDYY) LOCAL TIME APR-5-2005 16:00:00			

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 54		
2. CONTRACT NO.		3. SOLICITATION NO. W912DR-05-R-0019		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 02 Mar 2005		6. REQUISITION/PURCHASE NO. FY05 IDIQ PLANNING SERVICES		
7. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201				CODE W912DR		8. ADDRESS OFFER TO CONTRACTING DIVISION PO BOX 1715 BALTIMORE MD 21203-1715				
TEL: FAX:						(If other than Item 7) CODE CW31 TEL: 410-962-5638 FAX: 410-962-0933				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 7000</u> until <u>04:00 PM</u> local time <u>05 Apr 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME TERRI QUICK		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (410)962-2708			C. E-MAIL ADDRESS theresa.s.quick@nab02.usace.army.mil			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			2 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			7 - 11	X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			12	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			13	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			14					
X	G	CONTRACT ADMINISTRATION DATA			15 - 16	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			17 - 19	X	M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

CLIN	DESCRIPTION	HOURLY RATE
0001	Base Year Performance Period (12 Months)	
0001AA	Program Manager	\$ _____
0001AB	Study Leader	\$ _____
0001AC	Senior Planner	\$ _____
0001AD	Junior Planner	\$ _____
0001AE	Senior Environmentalist	\$ _____
0001AF	Junior Environmentalist	\$ _____
0001AG	Senior Cultural Expert	\$ _____
0001AH	Junior Cultural Expert	\$ _____
0001AI	Senior Economist	\$ _____
0001AJ	Junior Economist	\$ _____
0001AK	Interdisciplinary Technician I	\$ _____
0001AL	Interdisciplinary Technician II	\$ _____
0001AM	Secretary	\$ _____

NOTE: Firm fixed hourly rate pricing offered herein is “fully loaded” to include all cost factors, such as wages, fringe benefits, overhead on direct labor, general and administrative overhead expenses, profit, etc. Travel and per diem will be reimbursed in accordance with Joint Travel Regulations (JTR). The offeror may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials, reproduction and equipment necessary to execute the requirement of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire order.

CLIN	DESCRIPTION	HOURLY RATE
0002	Option Year I - Performance Period (12 Months)	
0002AA	Program Manager	\$ _____
0002AB	Study Leader	\$ _____
0002AC	Senior Planner	\$ _____
0002AD	Junior Planner	\$ _____
0002AE	Senior Environmentalist	\$ _____
0002AF	Junior Environmentalist	\$ _____
0002AG	Senior Cultural Expert	\$ _____
0002AH	Junior Cultural Expert	\$ _____
0002AI	Senior Economist	\$ _____
0002AJ	Junior Economist	\$ _____
0002AK	Interdisciplinary Technician I	\$ _____
0002AL	Interdisciplinary Technician II	\$ _____
0002AM	Secretary	\$ _____

NOTE: Firm fixed hourly rate pricing offered herein is “fully loaded” to include all cost factors, such as wages, fringe benefits, overhead on direct labor, general and administrative overhead expenses, profit, etc. Travel and per diem will be reimbursed in accordance with Joint Travel Regulations (JTR). The offeror may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials, reproduction and equipment necessary to execute the requirement of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire order.

CLIN	DESCRIPTION	HOURLY RATE
0003	Option Year II - Performance Period (12 Months)	
0003AA	Program Manager	\$ _____
0003AB	Study Leader	\$ _____
0003AC	Senior Planner	\$ _____
0003AD	Junior Planner	\$ _____
0003AE	Senior Environmentalist	\$ _____
0003AF	Junior Environmentalist	\$ _____
0003AG	Senior Cultural Expert	\$ _____
0003AH	Junior Cultural Expert	\$ _____
0003AI	Senior Economist	\$ _____
0003AJ	Junior Economist	\$ _____
0003AK	Interdisciplinary Technician I	\$ _____
0003AL	Interdisciplinary Technician II	\$ _____
0003AM	Secretary	\$ _____

NOTE: Firm fixed hourly rate pricing offered herein is “fully loaded” to include all cost factors, such as wages, fringe benefits, overhead on direct labor, general and administrative overhead expenses, profit, etc. Travel and per diem will be reimbursed in accordance with Joint Travel Regulations (JTR). The offeror may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials, reproduction and equipment necessary to execute the requirement of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire order.

CLIN	DESCRIPTION	HOURLY RATE
0004	Option Year III - Performance Period (12 Months)	
0004AA	Program Manager	\$ _____
0004AB	Study Leader	\$ _____
0004AC	Senior Planner	\$ _____
0004AD	Junior Planner	\$ _____
0004AE	Senior Environmentalist	\$ _____
0004AF	Junior Environmentalist	\$ _____
0004AG	Senior Cultural Expert	\$ _____
0004AH	Junior Cultural Expert	\$ _____
0004AI	Senior Economist	\$ _____
0004AJ	Junior Economist	\$ _____
0004AK	Interdisciplinary Technician I	\$ _____
0004AL	Interdisciplinary Technician II	\$ _____
0004AM	Secretary	\$ _____

NOTE: Firm fixed hourly rate pricing offered herein is “fully loaded” to include all cost factors, such as wages, fringe benefits, overhead on direct labor, general and administrative overhead expenses, profit, etc. Travel and per diem will be reimbursed in accordance with Joint Travel Regulations (JTR). The offeror may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials, reproduction and equipment necessary to execute the requirement of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire order.

CLIN	DESCRIPTION	HOURLY RATE
0005	Option Year IV - Performance Period (12 Months)	
0005AA	Program Manager	\$ _____
0005AB	Study Leader	\$ _____
0005AC	Senior Planner	\$ _____
0005AD	Junior Planner	\$ _____
0005AE	Senior Environmentalist	\$ _____
0005AF	Junior Environmentalist	\$ _____
0005AG	Senior Cultural Expert	\$ _____
0005AH	Junior Cultural Expert	\$ _____
0005AI	Senior Economist	\$ _____
0005AJ	Junior Economist	\$ _____
0005AK	Interdisciplinary Technician I	\$ _____
0005AL	Interdisciplinary Technician II	\$ _____
0005AM	Secretary	\$ _____

NOTE: Firm fixed hourly rate pricing offered herein is “fully loaded” to include all cost factors, such as wages, fringe benefits, overhead on direct labor, general and administrative overhead expenses, profit, etc. Travel and per diem will be reimbursed in accordance with Joint Travel Regulations (JTR). The offeror may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials, reproduction and equipment necessary to execute the requirement of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire order.

Section C - Descriptions and Specifications

SECTION C

COMPREHENSIVE PLANNING, ENVIRONMENTAL AND TECHNICAL SERVICES

C.1. BACKGROUND

C.1.1. The U.S. Army Corps of Engineers has established a continuing program of comprehensive planning services for a variety of Federally-funded construction projects and planning studies accomplished by the U.S. Army Corps of Engineers. These comprehensive planning services are available to a wide range of U.S. Army Corps of Engineers customers, including military installations and major commands, other Department of Defense organizations, other Federal agencies, and state and local governments. These services, which include a full range of comprehensive planning, environmental compliance and technical assistance, can support long term planning, facility management, and environmental compliance requirements, as well as water and land resource development.

C.1.2. Services to be performed under this contract will be accomplished by studies/projects that are the responsibility of the U.S. Army Corps of Engineers, Baltimore District or other Corps districts. These services will be conducted in accordance with pertinent policies, procedures and regulations which govern Military, Support For Others Programs, and Civil Works activities

C.2. STATEMENT OF WORK

C.2.1. The work to be performed under this contract will be comprised of studies and support services, including report preparations. The Contractor shall furnish all personnel, supplies, materials, laboratory services and equipment necessary to conduct comprehensive planning studies and prepare reports for the Baltimore District Military and Support For Others programs and to a lesser extent the Corps Civil Works Program. Relative tasks associated with work performed under this contract consists of, but is not limited to, the following:

C.2.2. FACILITY PLANNING SERVICES - Included in this requirement are facility planning services, facility environmental program development, land use planning studies, site-selection studies, preparation of conceptual site and facility studies, land use planning, pre-design decision documents, Anti-Terrorism/Force Protection planning requirements, preparation of DD Forms 1391 and planning charrettes, sustainable design concepts and studies, transportation and traffic planning studies, realignment studies (expansion, contraction, relocation, etc.); space utilization studies, landscape development planning, noise impact studies and other planning and environmental studies that support facility operations and development.

C.2.3. ENVIRONMENTAL PLANNING AND COMPLIANCE - Required work will include a full range of environmental planning and compliance support including report preparation, technical investigations, analysis and field work. Support under this task includes, but is not limited to, National Environmental Policy Act (NEPA) documentation (e.g. Environmental Assessments, Environmental Impact Statements, etc.), Pollution Prevention studies, Emergency Planning and Community Right to know Act assessments, Clean Air Act investigations (e.g. Tier I and II), Clean Water Act and National Pollution Discharge Elimination System compliance activities, Solid Waste Management Plans, and Environmental Management Systems. Additional requirements include preparation of Environmental Baseline Surveys for assessing potential hazardous, toxic and radioactive wastes (HTRW) concerns at study areas. For the purpose of this contract, services in support of restoration activities will be restricted to planning services and will not include intrusive investigations or testing. Additionally, the Contractor is required to have or to obtain appropriate training relative to the handling, storage, and assessment of HTRW and be able to perform various environmental and cultural investigations on HTRW areas.

C.2.4. ECOLOGICAL SERVICES - This work is requisite to environmental analysis, impact documentation, and development of corrective measures and their associated costs. Technical work to support permit requirements under the Clean Water Act (i.e., Section 401 and 404), including wetland delineations, biological assessments of

fish and wildlife resources, including endangered species investigations, preparation of Integrated Natural Resource Management Plans, development of wildlife mitigation plans and habitat evaluation and assessment may also be required. Required work will include ecological analyses, planning, and monitoring of aquatic, wetland and terrestrial ecosystems. Knowledge of riverine/stream, wetland, riparian, bottomland, lake/reservoir, estuary, and coastal ecosystems in the Mid-Atlantic Region are required.

C.2.4. CULTURAL SERVICES - Required work includes a full range of cultural studies to include archeological investigations and historical/architectural work to support National Historic Preservation Act requirements for the identification, evaluation and mitigation of cultural resources. Fieldwork initiated under this contract will be conducted on both privately-owned and publicly-owned (i.e., local, state, and Federal) property. The Contractor shall perform studies and work which shall include, but not to be limited to various types of investigations such as Phase IA (i.e., Background literature, archival, and courthouse record research), Phase I (i.e., disturbance investigations, identification surveys), Phase II (i.e., evaluation investigations, test excavations for assessment of significance and for preparation of detailed data recovery plans), Phase III (i.e., data recovery) for the full range of prehistoric and historic archeological resources as well as historical/architectural evaluation of standing structures (i.e. broad-brush architectural surveys, HABS/HAER). Additionally the contractor may be required to prepare research designs for a broad array of data gathering methods and resource assessment techniques ranging from structure, to site, to project, to regional specificity; accomplish construction monitoring; accomplish stabilization, preservation and curation of recovered remains; prepare cultural management/decision reports; prepare documentation for submission to the Keeper of the National Register of Historic Places (NRHP) and Advisory Council on Historic Preservation (ACHP); accomplish underwater archeology, peer review of cultural resource reports and research designs; prepare Memorandums of Agreements (MOAs); documentation of historic landscapes and land use plans, and conduct oral history interviews.

C.2.5. ECONOMIC, SOCIAL AND FINANCIAL SERVICES - Required work includes a full range of economic and social analysis and forecasting. Included in this requirement are field, office, and computer work required for collection, compilation, analysis, and evaluation of data pertaining to economic analysis to support the military and support for others programs. Specific services to be provided include, but are not limited to, benefit cost analysis, cost effectiveness analysis, incremental cost analysis, budgeting, project financing, life cycle cost analysis and, Capital investment strategies and programs, demographic trends and market assessments.

C.2.6. WATER RESOURCE PLANNING SERVICES - Required work includes those activities and reporting requirements to support water resources programs. Included in this requirement are the investigations and preparation of reports (reconnaissance and feasibility) to support watershed planning, ecosystem restoration, local flood protection initiatives, and navigation projects for a wide variety of customers. Specific requirements include flood insurance studies, floodplain management services, infrastructure analysis, including combined sewer overflows, sanitary sewer and water supply systems, natural disaster planning, stormwater management planning, water vulnerability assessments and watershed management.

C.2.7. COMPUTER DATA MANAGEMENT SERVICES - Required work includes a full range of computer data management activities, analyses and procedures that can be integrated into planning studies to provide for more cost-effective analyses. Such activities include, but are not limited to, data management assistance, preparation of graphics, existing and future condition profiles for master plans, master plan preparation, recreational planning, aerial photo interpretation and remote sensing. Other requirements include a full range of GIS capabilities, data management assistance, preparation of graphics, aerial photo interpretation, mapping and remote sensing. Specific requirements for graphical support, including GIS/CADD platforms, data formats, spatial data standards, mapping products and other digital information will be specified in individual delivery orders.

C.2.8. PUBLIC INVOLVEMENT SERVICES - Required work will include a full range of services to support community involvement programs, meeting and workshop facilitation and public outreach initiatives.

C.3. GENERAL WORK REQUIREMENTS

C.3.1. In general, services provided under this contract will be done so as specified by individual delivery orders. Required tasks, report and document preparation, coordination activities, meetings, status reports, mapping and report format will be specified in each individual delivery order.

C.4. COORDINATION AND EXECUTION OF WORK

C.4.1. During the course of the work defined in each delivery order, the Contractor shall keep in close contact with the Baltimore District project manager to ensure prompt and acceptable accomplishment of the work.

C.4.2. GUIDELINES AND INSTRUCTIONS - All work shall be in accordance with instructions, directives, regulations, technical manuals, and other instructions as provided in the delivery order Scope of Work.

C.4.3. PUBLICATIONS AND DATA - All publications and other data furnished by the Government in support of a work order as designated by the COR shall be returned to the COR upon completion of the delivery order. All information and data generated in the course of accomplishing specific work orders by the Contractor shall become the property of the U.S. Government and be submitted on completion of the delivery order.

C.4.4. PRE-PROPOSAL SITE VISITS/INFORMATION REVIEW - The Contractor is encouraged to make, at his own expense, visits to the study area and to review available information as may be required to prepare an estimate.

C.4.5. AGENCY COORDINATION - As specified in the delivery order Scope of Work, the Contractor may be required to consult with Federal agencies, states, municipalities and other units of local government, on behalf of the Government, to obtain required information. The Contractor is required to maintain documentation of meetings, telephone conversations, or other contacts made during the course of completing required work.

C.4.6. REFERENCES - The Contractor shall provide copies of all reference materials cited in final reports. If references are not available, the Contractor shall provide pertinent sections of the reference cited in the final report. At a minimum, locations of the cited references shall be provided in the bibliography of the report.

C.4.7. LICENSES, PERMITS AND PERMISSIONS - Unless provided to the government, the Contractor shall be responsible for obtaining all necessary permits, licenses, rights of entry, and permission for access.

C.4.8. TRAVEL - Travel and per diem in connection with work performed under this contract will be paid in accordance with the current Joint Travel Regulation (JTR).

C.5. PROFESSIONAL QUALIFICATIONS OF PLANNING DISCIPLINES

C.5.1. The Contractor is required to assemble an interdisciplinary team of professionals that are qualified to perform the tasks outlined in this contract. The following section describes the professional qualifications of personnel required to complete the work task described in this Scope of Work. The disciplines listed are interdisciplinary and are used to categorize job categories for this purpose of this contract (e.g. if a delivery order requires an ecologist, a qualified ecologist should be identified and will be costed using the Environmentalist category).

C.5.2. PROGRAM MANAGER - The Program Manager is the person responsible for the overall execution of work to be performed under this contract. The Program Manager must have completed an advanced degree (Masters Degree or above) at an accredited college or university in (depending on the requirements of the delivery order) planning or a closely related field such as business, biology, economics, engineering, forestry, landscape architecture, management earth science, urban or community planning, water resource planning, natural resource management, conservation, archeology, historic architecture or preservation planning. The Program Manager must have at least 15 years of professional and management experience which demonstrates experience and understanding in the areas of business development and program management.

C.5.3. **STUDY LEADER** - The Study Leader is the person available to manage particular delivery orders depending on the work tasks and products requested. The Study Leader must have completed an advanced degree (Masters Degree or above) at an accredited college or university in (depending on the requirements of the delivery order) planning or a closely related field such as forestry, landscape architecture, economics, engineering, biological science, earth science, urban or community planning, water resource planning, natural resource management, conservation, archeology, historic architecture or preservation planning. Study Leaders must have a minimum of ten (10) years of professional and managerial experience, which demonstrates the ability to:

- (1) Manage the production of technical studies in accordance with defined schedules and budgetary limitations;
- (2) Understand and apply the requirements and practices of planning as it relates to projects and studies undertaken by the U.S. Army Corps of Engineers; and
- (3) Deal effectively with individuals and groups of people and oversee and direct written and graphic analytical presentations.

C.5.4. **SENIOR ENVIRONMENTALIST** - The Senior Environmentalist must have a graduate degree from an accredited college university, with major study in an area such as environmental science, biology, ecology, earth science or natural resource management and conservation or environmental engineering. The Senior Environmentalist must have eight (8) years of successful experience which demonstrates an understanding of the fundamental principles and techniques of environmental analysis of one or more biological, water resource, or natural resource disciplines. This experience and education must show that the individual has proficiency in analyzing and solving complex environmental and water resource planning related problems, and the ability to prepare findings in a written format. The individual should have good verbal communication skills and be capable of dealing effectively with other people.

C.5.5. **JUNIOR ENVIRONMENTALIST** - The Junior Environmentalist must have at least an undergraduate degree from an accredited college or university, with a major study in an area such as environmental science, biology, ecology, earth science or natural resource management and conservation or environmental engineering. The Junior Environmentalist must have at least four (4) years experience in one of these fields.

C.5.6. **SENIOR PLANNER** - The Senior Planner must have a graduate degree from an accredited college or university, with a major study in an area such as urban or regional planning, environmental or natural resources planning, water resources planning, civil or environmental engineering, landscape architecture or geography. The Senior Planner must have completed at least eight (8) years of work experience as a study team member, demonstrating ability and proficiency in the professional principles of social, community, and economic analysis. Experience and education must show that the individual is proficient in oral and written communication and capable of performing objective evaluations of the social and economic impacts of construction related activities.

C.5.7. **JUNIOR PLANNER** - The Junior Planner must have at least an undergraduate degree from an accredited college or university, with a major study in an area such as urban or regional planning, environmental or, natural resource planning, water resource planning, civil or environmental engineering, landscape architecture or geography. The Junior Planner must have at least four (4) years experience in one of these fields.

C.5.8. **SENIOR CULTURAL SPECIALIST** - The minimum professional qualifications for Senior Cultural Specialist are a graduate degree in (depending on the requirements of the delivery order) history, historical architecture, archeology, anthropology or related fields with course work in American history, historic research, site preservation, or closely related field of study. The Senior Cultural Specialist must have completed at least eight (8) years work experience which demonstrates a thorough knowledge of the professional principles of history and historic preservation. The Senior Cultural Specialist must also have a thorough understanding of the Section 106 consultation process.

C.5.9. JUNIOR CULTURAL SPECIALIST - The Junior Cultural Specialist must have at least an undergraduate degree from an accredited college or university, with a major study in the area of history, historical architecture, archeology, anthropology or closely related field. The Junior Cultural Specialist must have at least four (4) years experience in one of these fields.

C.5.10. SENIOR ECONOMIST - The Senior Economist must have completed a graduate degree from an accredited college or university in economics plus experience in statistics, accounting, calculus and public administration. Must clearly demonstrate proficiency in oral and written communication, ability to deal effectively with the public, and is able to analyze and solve complex economic problems. The Senior Economist must have at least eight (8) years experience which demonstrates ability and understanding of the fundamental principles and techniques of socioeconomic analysis, life cycle cost analysis, financial analysis, benefit-cost analysis and incremental cost analysis. The Senior Economist must also have the knowledge and ability to prepare thorough and comprehensive reports on analytical studies relating to difficult problems in economic evaluation.

C.5.11. JUNIOR ECONOMIST - The Junior Economist must have an undergraduate degree from an accredited college or university, with major study in economics plus experience in statistics, accounting, or calculus. The Junior Economist must have completed at least four (4) years of practical work experience that demonstrates the individual is proficient in the collection, analysis, and presentation of technical economic data analysis relative to environmental and water resources planning. Experience in fundamental economic principles and techniques described for the Senior Economist are also preferable.

C.5.12. INTERDISCIPLINARY TECHNICAL I - The Interdisciplinary Technician I must have at least an undergraduate degree from an accredited college or university, with major study in (depending on the requirements of the delivery order) archeology, biology, chemistry, ecology, economics, engineering, geography, history, environmental sciences, or recreation planning; biological, archeological and architectural field methods; laboratory techniques; curation; cultural material preservation, and GIS analysis. The Interdisciplinary Technician I must have at least two (2) years of technical training or professional experience that demonstrates the ability to perform the tasks related to their particular discipline (i.e., archeological testing, archeological and architectural fieldwork surveys, flood plain assessments and evaluations, laboratory analysis, curation, cultural material preservation, and GIS analysis, interpretation and recovery; wetland delineation; habitat and species assessment; biological sampling and laboratory testing; economic analysis).

C.5.13. INTERDISCIPLINARY TECHNICIAN II - The Interdisciplinary Technician II must have practical work experience or an associates degree in (depending on the requirements of the delivery order) archeology, biology, chemistry, ecology, economics, engineering, geography, history, environmental sciences, or recreation planning, biological, archeological and architectural fieldwork methods; laboratory techniques; curation; cultural material preservation; GIS analysis and computer sciences. The Interdisciplinary Technician II must have at least two (2) years of technical training that demonstrates the ability to perform the tasks related to their particular field (i.e., archeological testing, archeological and architectural fieldwork surveys, flood plain assessments and evaluations, laboratory analysis, curation, cultural material preservation, and GIS analysis, interpretation and recovery; wetland delineation; habitat and species assessment; biological sampling and laboratory testing; economic analysis).

C.6. NON-LABOR ITEMS

C.6.1. The Contractor may be required to furnish and utilize appropriate non-labor items necessary to perform the tasks outlined in this contract. At a minimum, this may include supplies, laboratory services, materials and equipment necessary to execute the requirements of the contract. Any such requirements will be identified in the delivery order Scope of Work and will be negotiated as part of the entire delivery order.

Section D - Packaging and Marking

PACKING, PACKAGING AND MARKING REQUIREMENTS

The Contractor's standard commercial practice will be accepted for the preservation, packaging and packing of the supplies called for in the contract provided that such preservation, packaging and packing adequately protects the supplies against corrosion, deterioration and physical damage during shipment from the source of supply to the destination(s) identified in Section F, Place of Delivery or as identified on the face of the DD Form 1155.

All packages shall be clearly marked with the contract number.

End of Clause

(CENAB-CT MAY 1992)
(FAR 10.004(e))
(was 52.210-4029)

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located in Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)
(FAR Part 42)
(was 52.242-4154)

FINAL INSPECTION AND ACCEPTANCE

Acceptance of supplies/and or services is the responsibility of the Contracting Officer or duly authorized representative (COR).

Unless otherwise specified, final inspection and acceptance of supplies/and or services called for hereunder will be made at destination.

End of Clause

(CENAB-CT MAY 1992)
(FAR 46.503)
(was 52.246-4034)

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

CONTRACT PERFORMANCE PERIOD

The contract awarded hereunder shall begin 18 April 2005 or the date of contract award, whichever is later, and shall end three hundred and sixty-five (365) calendar days after contract award for the base period, and an additional three hundred and sixty-five (365) calendar days for each option period if exercised, unless terminated in accordance with the provisions of this contract. The total contract performance period is one thousand and eight hundred and twenty-five (1,825) calendar days.

End of Clause

(CENAB-CT SEP 1994)
(FAR 12.103)
(was 52.212-4017)

DESTINATION/FOB DELIVERIES

All inside deliveries (UPS, Federal Express, etc) will be made to the loading dock in the rear of 10 South Howard Street. Dial (410) 962-2009 for access to the freight elevator.

All other deliveries will be made to the loading dock at 10 South Howard Street. Vehicles are limited to not larger than 20 foot trailers. All deliveries require minimum 24 hour prior notification. Receiving dock will be open from 0730 to 1530 (3:30p.m.) hours on all normal workdays. Phone number for coordination of deliveries is (410) 962-2009.

(End of Clause)

(CENAB-LO/CT MAY 1993)
(was 52.212-4019)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

 AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-18 contained in Section I, orders placed hereunder shall be by issuance of a funded delivery order, DD Form 1155, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)
(FAR 16.506)
(was 52.216-4059)

SUBMISSION OF INVOICES

(a) Original invoices for services performed under this contract will be submitted to and payment will be made by:

USACE - Finance Center
ATTN: Disbursing
5722 Integrity Drive
Millington, TN 28054-5005

(b) One copy of all invoices shall be forwarded to the following for review and certification:

USAED – Baltimore District
Planning Division
ATTN: Larry Eastman/Rob Gore
10 S. Howard Street
Baltimore, Maryland 21201

End of Clause

(CENAB-CT MAY 1992)
(was 52.232-4028)

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

(was 52.232-4131)

Section H - Special Contract Requirements

 MINIMUM/MAXIMUM AMOUNT OF CONTRACT

The government guarantees to pay a minimum total of \$20,000.00 under this contract for the base year. The cumulative (maximum) amount of orders for the same period will not exceed \$1,000,000.00 per year. The government guarantees to pay a minimum total of \$10,000.00 under this contract for each additional Option Year should they be exercised. Maximum limitations for each of the option years, should they be exercised, shall not exceed \$1,000,000.00 per option year.

End of Clause

(CENAB-CT/ MAR 1995)
(EFARS 16.504)
(was 52.216-4049)

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52. 219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation." If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States."

End of Clause

(CENAB-CT SEP 00)
(FAR 19.5)
(was 52.219-4081)

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination has been included, it is titled Wage Determination Decision No. 94.2247 (Rev. 25) dated 27 May 2004, with all current modifications.

For Supply, Service and A-E contracts the wage rate is an attachment located in Section J.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

NOTE: Offerors are to use the appropriate County and State Wage Determinations issued by the Department of Labor according to its place of business, since the work is primarily to be performed at the successful bidder's place of business.

End of Clause
(was 52.222-4020)

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the

Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.219-26	Small Disadvantaged Business Participation Program--Incentive Subcontracting	OCT 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996

52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award** through **three hundred and sixty-five (365) calendar days after contract award for the base year..**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **two thousand (\$2,000.00)**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **one million (\$1,000,000.00)**;

(2) Any order for a combination of items in excess of **one million (\$1,000,000.00)**; or

(3) A series of orders from the same ordering office within **seven (7)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **three (3)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on

the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **six (6) months after expiration of contract period.**

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years for the base and four (4) option years and a possible additional six (6) months extension if needed.**

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Secretary	\$13.76
Program Manager	\$30.23
Environmental Technican	\$20.85

(End of clause)

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far>

<http://www.dtic.mil/dfars>

or by contacting Terri Quick by email at theresa.s.quick@nab02.usace.army.mil

(End of clause)

ORDERING - MULTIPLE IDTCs

(1) More than one contract is being awarded for the same services (supplies) as this contract. Each contractor will be afforded a fair opportunity to be considered for each task (delivery) order in excess of \$2,500.

(2) The contracting officer will consider the following factors when awarding a task (delivery) order:

Scope of Work
Individual Offeror's Capabilities
Current Workload

(3) If the contractor believes it was not fairly considered for a particular task (delivery) order, the contractor may present the matter to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is the USACE PARC, at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 441 G. Place, 3rd Floor, Washington, D.C. 20314-1000. The ombudsman will review the contractor's complaint, and in coordination with the contracting officer, ensure the contractor was afforded a fair opportunity to be considered for the task (delivery) order.

End of Clause

(CENAB-CT/MAY 01)
(EFARS 16.505)
(was 52.216-4146)

Section J - List of Documents, Exhibits and Other Attachments

Table of Contents

J.1	SF LLL Form
J.2	EFT Form
J.3	Subcontracting Plan Format Example
J.4	Wage Determination

J.1 SF LLL Form

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

J.2 EFT Form

DIRECT DEPOSIT AUTHORIZATION FORM – EROC (2) E1

I hereby authorized U.S. Army Corps of Engineers, hereinafter called USACE, to initiate direct deposit credit entries to my (our) account indicated below and the financial institution name below, hereinafter called DEPOSITORY, to credit the same to such account. This authority is to remain in full force and effect until USACE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford USACE and DEPOSITORY a reasonable opportunity to act on it.

(1) () ADD – Deposit my payment to the account shown () CHANGE financial information () Cancel my participation in EFT

Name of Company or Individual (EXACTLY AS SHOWN ON CONTRACT OR BILLING INVOICED—DO NOT USE COMMAS OR PERIODS.

(3)

Address (ACTUAL PHYSICAL LOCATION)Post Office Box Number (If any)

(4)(6a)

CityState9-Digit Zip Code

(5)

Mailing Address, if Different than 4

(6b)

Daytime Phone: Area Code + NumberContract Number (Optional—if more than one, please list on a separate sheet of paper & attach to form)

(7)

PLEASE ASK YOUR FINANCIAL INSTITUTION FOR YOUR EXACT DEPOSITOR ACCOUNT NUMBER AND FINANCIAL INSTITUTION ROUTING NUMBER (Some Banks Require Dashes or Other Symbols in Their Account Numbers)

TYPE OF DEPOSITOR ACCOUNT (Mark One)(8) Checking(9) Savings

DEPOSITOR ACCOUNT NUMBER (10)

Name of Financial Institution

(11)

Address of Bank (Actual Physical Location)Post Office Box Number

(12)

CityState9-Digit Zip Code

(13)

The Financial Institution Routing Number is Nine Numeric Digits Long and Contains No Dashes

BANK ROUTING NUMBER (14)

Depositor Account Title (15)

Contractor Tax Identification Number for Businesses (16)Employee Social Security Number

SIGNATURE: (17) DATE: (18) / /

EFT IS HERE!!!
NOTICE TO ALL VENDORS AND TRAVELERS

Electronic Funds Transfer (EFT) will be available for all COE payments made by the USACE Finance Center (UFC) (effective 1 May 1999) to comply with Public Law 104-134.

If you are interested in payment via EFT, complete the form on the back of this notice to sign up for Direct Deposit and return to F&A, RMO. If you are unsure of routing or account numbers, consult with your financial institution to fill out the bottom portion of the form. Once EFT is established, instead of receiving checks, you will have payments directly deposited into your checking or savings account. Avoid mail delays sometimes encountered with Treasury Checks and a possible six weeks delay for replacement of lost checks by signing up for EFT.

MAIL COMPLETED FORM TO:

USACE BALTIMORE DISTRICT
ATTN: F&A (Jody Svehla)
P.O. Box 1715
Baltimore, MD 21203-1715

Mark the front of the envelope "Do not open in the Mailroom."

Listed below are the instructions for completing form UFC-DISB-4.

1. Vendors and/or travelers should indicate that this is a new Direct Deposit to be set up.
2. Indicate EROC Code for Baltimore (automatically done), E1.
3. Include the Name or Company as it appears on the invoice. If the contract was written to Bill and Betty Smith, the bill and Direct Deposit form should include both names not Bill Smith. (Travelers please print your name).
4. This address should be the physical address of the business. (Travelers this is normally your home address).
5. The city and state that match the physical address.
6. The mailing address should include any and all Remit to/payment addresses that are different from the physical address. (If more space is needed, include an attachment page with all addresses listed). This is VERY IMPORTANT since we load the routing and bank account numbers on each payment address.
7. Include daytime phone number in case there are questions concerning the completed form.
8. Check if the depositor account number furnished is a checking account.
9. Check if the depositor account number furnished is a savings account.
10. Include financial institution account number, one number in each slot. This number can be found on the front of the check.
11. Physical address of the financial institution.
12. City and state, include zip code.
13. City and state, including zip code.
14. The routing number for the financial institution. It is located on the face of the check. This is always a nine digit NUMBER. Enter one number in each space.
15. Depositor account title is the name registered with the bank on the bank account.
16. For businesses include the IRS tax ID number. For individuals, use the social security number.
17. Businesses should have a signature of an officer of the company. Individuals should sign. If the Direct Deposit form/contract is written in the name of Bill and Betty Smith, both individuals should sign.
18. Date of the authorization.

Point of Contact for questions is Jo-Ann Evans, commercial phone, 410-962-4073.

J.3 Subcontracting Plan Format Example

SADBU POLICY 99-01

**EXAMPLE OF MINIMUM DATA REQUIRED FOR SUBMISSION
OF A SUBCONTRACTING PLAN**

1. IFB/RFP/Contract Number _____
Company Name _____
President of Co. Name _____
Telephone Number _____
Subcontract Administrator Name _____
Telephone Number _____
Total Amount of Contract \$ _____
Total Amount to be Subcontracted \$ _____

(Contractors are to project both Dollars and the Percentage of each category for each option and option year, if applicable.)

Amount of subcontracted dollars to Small Businesses:

\$ _____ and % _____

Amount to be subcontracted to Small Disadvantaged Businesses to
include Historically Black Colleges and Minority Institutions
(HBCU/MI's):

\$ _____ and % _____

Amount to be subcontracted to Women-Owned Small Businesses:

\$ _____ and % _____

Amount to be subcontracted to HUB Zone Small Businesses:

\$ _____ and % _____

Amount to be subcontract to Veteran Owned Small Businesses:

\$ _____ and % _____

Amount to be subcontract to Service Disabled Veterans: Owned Small
Businesses:

\$ _____ and % _____

2. Policy statement or evidence of company's internal guidance and commitment to all Public Laws regarding small businesses (SB), small disadvantaged businesses (SDB's), including Historically Black Colleges and Universities and Minority Institutions (HBCU/MI's), and women-owned small businesses (WOB's). Demonstration of continuing management interest and involvement in support of these programs.
3. Assurances that efforts to increase SB's, SDB's, HBCU/MI's and WOB's in active vendor base will be taken.
4. Demonstration of outreach efforts and assurances as to how you will provide assistance to SB's, SDB's, HBCU/MI's and WOB's.
5. Description of the supplies/services to be subcontracted and planned for SB's, SDB's, HBCU/MI's and WOB's.
6. Description and assurances of efforts, based on previous experience, how SB, SDB, HBCU/MI and WOB concerns will be able to participate in new acquisitions. Description of efforts to ensure that SB, SDB's and WOB's will have an equitable opportunity to participate in this acquisition.

7. Discussion of how percentage floors/goals were developed based on planned subcontracting which is challenging, yet realistic. Separate floors for base years and each option, as well as separate floors for SB's, SDB's and WOB's.
8. The name of the individual who will administer the subcontracting plan and a description of his/her duties.
9. Assurances that your company will include the required clause entitled "Utilization of Small/Disadvantaged Business Concerns" in all subcontracts in excess of \$1,000,000 for construction and \$500,000 for all others.
10. Assurances that the company will submit all required periodic reports and cooperate in any studies or surveys requested by the Baltimore District, Corps of Engineers.
11. Statement whether indirect costs are included/excluded from the proposed floors, and if included, how they will be pro-rated.
12. A recitation of types of records to demonstrate procedures adopted to comply with requirements and floors set forth in the plan; sources lists, etc.

NOTES:

Subcontracting plans are NOT required from Small Businesses

A subcontracting plan is required from large businesses for construction requirements exceeding \$1,000,000 and all services exceeding \$500,000.

This "Sample Plan" lists the minimum requirements expected. You may refer to FAR 19.704 for additional information. This is a sample plan.

Revised 1/02/TSD

J.4 Wage Determination

**WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR**

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2247 (Rev. 25) dated 27 May 2004

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford, Howard, Baltimore City

WAGE DETERMINATION NO: 94-2247 REV (25) AREA: MD, BALTIMORE

WAGE DETERMINATION NO: 94-2247 REV (25) AREA: MD, BALTIMORE

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage Determinations

Wage Determination No.: 1994-2247

Revision No.: 25

Date Of Last Revision: 05/27/2004

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.24
01070 - Messenger (Courier)	9.80
01090 - Duplicating Machine Operator	12.24
01110 - Film/Tape Librarian	12.86
01115 - General Clerk I	9.99
01116 - General Clerk II	12.21
01117 - General Clerk III	14.07
01118 - General Clerk IV	15.52
01120 - Housing Referral Assistant	18.41
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75
01191 - Order Clerk I	13.92
01192 - Order Clerk II	15.95
01261 - Personnel Assistant (Employment) I	13.16
01262 - Personnel Assistant (Employment) II	14.75
01263 - Personnel Assistant (Employment) III	17.05
01264 - Personnel Assistant (Employment) IV	18.97
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	14.49
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	18.41
01314 - Secretary IV	20.52
01315 - Secretary V	23.22
01320 - Service Order Dispatcher	14.76
01341 - Stenographer I	14.69
01342 - Stenographer II	16.46
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.65
01510 - Test Examiner	16.43
01520 - Test Proctor	16.43
01531 - Travel Clerk I	9.86

01532 - Travel Clerk II	10.75
01533 - Travel Clerk III	11.73
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.50
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.08
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.73
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	18.15
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.28
05010 - Automotive Glass Installer	15.81
05040 - Automotive Worker	15.81
05070 - Electrician, Automotive	17.00
05100 - Mobile Equipment Servicer	14.61
05130 - Motor Equipment Metal Mechanic	17.00
05160 - Motor Equipment Metal Worker	15.81
05190 - Motor Vehicle Mechanic	17.00
05220 - Motor Vehicle Mechanic Helper	14.01
05250 - Motor Vehicle Upholstery Worker	15.81
05280 - Motor Vehicle Wrecker	15.81
05310 - Painter, Automotive	16.35
05340 - Radiator Repair Specialist	15.81
05370 - Tire Repairer	13.77
05400 - Transmission Repair Specialist	17.00
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.16
07010 - Baker	11.44
07041 - Cook I	10.92
07042 - Cook II	11.85
07070 - Dishwasher	9.70
07130 - Meat Cutter	14.05
07250 - Waiter/Waitress	8.09
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.95
09040 - Furniture Handler	13.31
09070 - Furniture Refinisher	15.95
09100 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	15.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.35
11060 - Elevator Operator	9.23
11090 - Gardener	11.82
11121 - House Keeping Aid I	9.64
11122 - House Keeping Aid II	10.14
11150 - Janitor	9.22
11210 - Laborer, Grounds Maintenance	10.65

11240 - Maid or Houseman	9.64
11270 - Pest Controller	12.02
11300 - Refuse Collector	10.14
11330 - Tractor Operator	11.59
11360 - Window Cleaner	9.80
12000 - Health Occupations	
12020 - Dental Assistant	14.07
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.14
12071 - Licensed Practical Nurse I	16.10
12072 - Licensed Practical Nurse II	18.15
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.11
12130 - Medical Laboratory Technician	15.28
12160 - Medical Record Clerk	12.76
12190 - Medical Record Technician	15.20
12221 - Nursing Assistant I	9.30
12222 - Nursing Assistant II	10.45
12223 - Nursing Assistant III	11.23
12224 - Nursing Assistant IV	12.61
12250 - Pharmacy Technician	12.45
12280 - Phlebotomist	12.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.66
12313 - Registered Nurse II, Specialist	28.66
12314 - Registered Nurse III	32.86
12315 - Registered Nurse III, Anesthetist	32.86
12316 - Registered Nurse IV	37.79
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.30
13011 - Exhibits Specialist I	17.60
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	25.14
13041 - Illustrator I	17.60
13042 - Illustrator II	23.33
13043 - Illustrator III	25.14
13047 - Librarian	23.59
13050 - Library Technician	15.47
13071 - Photographer I	14.17
13072 - Photographer II	17.18
13073 - Photographer III	21.29
13074 - Photographer IV	22.85
13075 - Photographer V	27.63
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.40
15030 - Counter Attendant	7.40
15040 - Dry Cleaner	9.84
15070 - Finisher, Flatwork, Machine	7.40
15090 - Presser, Hand	7.40
15100 - Presser, Machine, Dry Cleaning	7.40
15130 - Presser, Machine, Shirts	7.40
15160 - Presser, Machine, Wearing Apparel, Laundry	7.40
15190 - Sewing Machine Operator	10.67
15220 - Tailor	11.47
15250 - Washer, Machine	8.23
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.63
19040 - Tool and Die Maker	22.83
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.99

21020 - Material Coordinator	17.56
21030 - Material Expediter	17.56
21040 - Material Handling Laborer	12.72
21050 - Order Filler	11.90
21071 - Forklift Operator	14.73
21080 - Production Line Worker (Food Processing)	14.73
21100 - Shipping/Receiving Clerk	12.80
21130 - Shipping Packer	13.57
21140 - Store Worker I	12.38
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.77
21210 - Tools and Parts Attendant	16.51
21400 - Warehouse Specialist	15.11
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.99
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft Quality Control Inspector	22.76
23060 - Aircraft Servicer	19.68
23070 - Aircraft Worker	20.49
23100 - Appliance Mechanic	18.83
23120 - Bicycle Repairer	13.77
23125 - Cable Splicer	24.70
23130 - Carpenter, Maintenance	17.40
23140 - Carpet Layer	16.96
23160 - Electrician, Maintenance	21.27
23181 - Electronics Technician, Maintenance I	16.60
23182 - Electronics Technician, Maintenance II	20.02
23183 - Electronics Technician, Maintenance III	20.76
23260 - Fabric Worker	16.29
23290 - Fire Alarm System Mechanic	19.43
23310 - Fire Extinguisher Repairer	15.91
23340 - Fuel Distribution System Mechanic	19.54
23370 - General Maintenance Worker	15.42
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.58
23430 - Heavy Equipment Mechanic	18.38
23440 - Heavy Equipment Operator	19.29
23460 - Instrument Mechanic	18.53
23470 - Laborer	12.97
23500 - Locksmith	17.09
23530 - Machinery Maintenance Mechanic	18.46
23550 - Machinist, Maintenance	16.62
23580 - Maintenance Trades Helper	13.66
23640 - Millwright	19.64
23700 - Office Appliance Repairer	17.86
23740 - Painter, Aircraft	18.16
23760 - Painter, Maintenance	17.02
23790 - Pipefitter, Maintenance	21.25
23800 - Plumber, Maintenance	19.11
23820 - Pneudraulic Systems Mechanic	18.53
23850 - Rigger	18.49
23870 - Scale Mechanic	17.21
23890 - Sheet-Metal Worker, Maintenance	16.58
23910 - Small Engine Mechanic	15.42
23930 - Telecommunication Mechanic I	16.96
23931 - Telecommunication Mechanic II	18.83
23950 - Telephone Lineman	16.58
23960 - Welder, Combination, Maintenance	16.58
23965 - Well Driller	17.12
23970 - Woodcraft Worker	18.59
23980 - Woodworker	14.98

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.56
24580 - Child Care Center Clerk	13.70
24600 - Chore Aid	8.73
24630 - Homemaker	12.95
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.04
25040 - Sewage Plant Operator	19.43
25070 - Stationary Engineer	22.04
25190 - Ventilation Equipment Tender	15.19
25210 - Water Treatment Plant Operator	19.00
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	15.12
27006 - Corrections Officer	17.59
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.81
27102 - Guard II	15.15
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.59
28020 - Hatch Tender	18.59
28030 - Line Handler	18.59
28040 - Stevedore I	17.26
28050 - Stevedore II	18.59
29000 - Technical Occupations	
21150 - Graphic Artist	22.09
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42
29023 - Archeological Technician I	15.57
29024 - Archeological Technician II	18.33
29025 - Archeological Technician III	23.33
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.80
29040 - Civil Engineering Technician	22.39
29061 - Drafter I	12.73
29062 - Drafter II	15.10
29063 - Drafter III	18.76
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.05
29082 - Engineering Technician II	18.84
29083 - Engineering Technician III	21.16
29084 - Engineering Technician IV	25.53
29085 - Engineering Technician V	29.99
29086 - Engineering Technician VI	35.59
29090 - Environmental Technician	20.52
29100 - Flight Simulator/Instructor (Pilot)	30.20
29160 - Instructor	21.50
29210 - Laboratory Technician	18.09
29240 - Mathematical Technician	22.61
29361 - Paralegal/Legal Assistant I	18.39
29362 - Paralegal/Legal Assistant II	21.41
29363 - Paralegal/Legal Assistant III	26.17
29364 - Paralegal/Legal Assistant IV	31.65
29390 - Photooptics Technician	22.61
29480 - Technical Writer	27.15
29491 - Unexploded Ordnance (UXO) Technician I	19.59

29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.07
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.95
29622 - Weather Observer, Upper Air (3)	18.95
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	10.80
31290 - Shuttle Bus Driver	14.37
31300 - Taxi Driver	10.60
31361 - Truck Driver, Light Truck	14.37
31362 - Truck Driver, Medium Truck	14.98
31363 - Truck Driver, Heavy Truck	16.76
31364 - Truck Driver, Tractor-Trailer	16.76
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.46
99030 - Cashier	8.71
99041 - Carnival Equipment Operator	8.55
99042 - Carnival Equipment Repairer	8.89
99043 - Carnival Worker	7.48
99050 - Desk Clerk	9.16
99095 - Embalmer	21.22
99300 - Lifeguard	9.80
99310 - Mortician	20.84
99350 - Park Attendant (Aide)	12.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.80
99500 - Recreation Specialist	14.42
99510 - Recycling Worker	11.59
99610 - Sales Clerk	9.80
99620 - School Crossing Guard (Crosswalk Attendant)	10.52
99630 - Sport Official	8.51
99658 - Survey Party Chief (Chief of Party)	16.47
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.70
99660 - Surveying Aide	8.97
99690 - Swimming Pool Operator	11.78
99720 - Vending Machine Attendant	10.47
99730 - Vending Machine Repairer	11.78
99740 - Vending Machine Repairer Helper	10.47

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary.

The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was 52.203-4153)

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

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Section L - Instructions, Conditions and Notices to Bidders

PROPOSAL PREPARATION INSTRUCTIONS

L.1 GENERAL PROPOSAL INFORMATION

Comprehensive responses to the requirements of this Request for Proposal (RFP) are necessary to enable the Government to evaluate the offeror's understanding of, capability and approaches to accomplish the stated requirements. The offeror shall provide sufficient detail to substantiate the validity of all stated assertions. General statements that the offeror understands the problem and can or will comply with the requirements of the RFP will be considered inadequate. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the proposal. The proposal shall be submitted in two (2) volumes as follows:

Volume 1 - Technical/Management Proposal
 Volume 2 - Contract Pricing Proposal
 Volume 3 – Subcontracting Plan

Each volume of the proposal shall be organized and formatted as stated so that an extensive search of the proposal is not necessary to perform an evaluation. Each volume of the proposal shall also contain a separate "Table of Contents" that identifies all paragraphs and subparagraphs covered within that volume of the proposal by paragraph and subparagraph number, title and by page number, a list of tables, figures, etc. Information not in its appropriate volume and not appropriately referenced may be assumed to have been omitted. Cost/Price information shall not be included in the Technical/Management Proposals and the proposal shall not exceed the specified length regardless of reason.

The offeror shall submit an original and copies to total the following number of copies of each volume:

Volume 1 - Technical/Management Proposal	One (1) Original and Seven (7) Copies
Volume 2 - Contract Pricing Proposal	One (1) Original and One (1) Copy
Volume 3 – Subcontracting Plan	One (1) Original and One (1) Copy

L.1.1 Proposal Length

The Technical/Management Proposals shall consist of no more than eighty (80) pages combined, including resumes. A page printed on both sides will be counted as two pages. Pages containing text shall be typewritten, on 8-1/2 x 11 inch paper; however, in case drawings or other graphics are submitted they should be reduced only to extent legibility is not lost. Each page shall be single spaced with a minimum of twelve (12) point font and one (1) inch margins. The offeror shall not submit verbatim sections of the appendices to this solicitation as part of their proposal. The contract Pricing Proposal does not have a page limitation.

L.2 VOLUME 1 - THE TECHNICAL/MANAGEMENT PROPOSAL

L.2.1 General

The Technical/Management Proposal shall present the offeror's technical capabilities and management approaches or accomplishing the work, and shall address the items in the description, specification, and work statement (Part I, Section C of the RFP), as well as provide information regarding the technical evaluation factors.. The offeror should recognize and discuss critical areas of concern and is proposed approach/methods for accomplishing this work.

The technical aspects include a description of experience and personnel qualifications in the specific technology involved, as well as the resources, facilities, and equipment to be used in accomplishing the requirements of the scope of work. The Government will evaluate proposals to determine the offeror's proposed technical capability for

accomplishing the work.

The Government will also evaluate the extent to which the offeror positively demonstrates his overall management approach, experience, subcontract's experience and ability to manage schedules and maintain cost controls. In addition, the offeror's management approach is to include a description of the proposed organization, personnel on board, a detailed subcontracting plan, and description of how the subcontractors will be managed. Anticipated contractual relationships should be identified (i.e. prime contractor, subcontractor, joint venture, partnerships, etc.). General terms such as "team member", "partners", etc. are not acceptable identifiers for purposes of this outline. The offeror shall also identify the extent to which small business will be utilized as subcontractors.

At the beginning of this volume, the offeror shall provide an introductory narrative outlining which anticipated work elements will be performed by the prime contractor and which would be performed by any subcontractor. This brief introduction should be no more than four pages. This information may also be represented in a chart matrix format.

L.2.2 Work Elements and Technical Criteria

The offeror should specifically identify how his proposal meets the criteria upon which the technical evaluation will be based, as well as how those criteria apply to the major work elements required by the contract. For instance, it should be readily apparent whether the offeror's experience and workload capability is stronger in one work element than in another.

L.2.2.1 Experience of Offeror and subcontractors should include examples of projects with brief descriptions of types of data collection and analyses utilized; types of products provided and intended use; application of Corps of Engineers/DoD policies; Federal and state regulation compliance documentation; performance in providing requested tasks/products within budget and within schedule; and length in years of Offeror/subcontractor relationship, as well as number and type of joint projects. Provide at least three (3) customer references who can be contacted regarding the Offeror's performance on completed projects for the type of services requested in regards to technical and product quality, working relationship with customer, study management and flexibility/innovation. Experience of Offeror and subcontractor personnel should include areas of expertise; education; awards and recognition; professional society membership/accreditation; length and type of experience in requested planning studies; and length and type of experience in requested Corps of Engineer/DoD planning studies. Workload and capability of Offeror and subcontractor should include a summary of number and duration of current work contracts, with DoD contracts specifically listed; and a listing of number and type of personnel, equipment and facilities available to accomplish requested work.

L.2.2.2 Major Work Elements

Major work elements required by the contract include but are not limited to: facility planning services, ecological services, environmental and cultural compliance support, economic support, water resources planning support, and public involvement support.

L.2.2.3 Technical Evaluation Criteria

The following technical and management criteria, listed in descending order of importance, will be used to evaluate the technical acceptability of proposals

- a. Capability and demonstrated experience of the firm in accomplishing planning level studies for military installations, federal agencies, and state/local governments.
- b. Experience and qualifications of personnel as it relates to Program Management, Study Management, and technical expertise necessary to accomplish the required work.
- c. Capability and demonstrated experience of the firm in program development as well as application

of new technology to existing process and outputs.

L.3 VOLUME 2 - THE CONTRACT PRICING PROPOSAL

L.3.1 General

Cost will not be a scored criteria, but it will be evaluated as to reasonableness, realism and affordability. offerors shall submit cost proposals in a sealed package(s) plainly marked "PRICE PROPOSAL". The offeror shall submit a copy of Section B of the RFP with all prices appropriately inserted as part of the Price/Cost Proposal.

L.4 VOLUME 3 – THE SUBCONTRACTING PLAN

L.4.1 Initial Subcontracting Plan Evaluations

Offerors who are not small businesses shall submit with their proposals a “Small Business and Small Disadvantaged Business Subcontracting Plan” which will be evaluated for compliance with requirements of Public Laws 95-507, 99-661 and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled “Small Business and Small Disadvantaged and Women Owned Small Business Subcontract Plan (FAR 52.219-9). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.219-9(d)(1) through (11). All subcontracting plans in the competitive range will be evaluated in compliance with the mandates of Congress and FAR 19.7, and AFARS 19.7, to increase opportunities for small businesses, HUBZone small businesses, small disadvantaged businesses to include Historically Black Colleges/Universities and Minority Institutions (HBCU/MI's) and women owned small businesses. The Chairperson of the SBEC will prepare and submit a Summary Report to the Chairperson of the SSEB who will provide the original copy to the SSA.

L.4.2 Final Subcontracting Plan Evaluations

The SBEC will review all revised Small Business and Small Disadvantaged Business subcontracting plans, adjust the ratings as appropriate and reclassify plans as “acceptable” or “unacceptable”. Failure to submit and negotiate an acceptable Subcontracting Plan shall make the offer ineligible for award of the contract. The SBEC will use the same approach as described in the Initial Subcontracting Plan Evaluations, culminating with a Final Summary Subcontracting Plan Report.

L.5 EVALUATION PROCEDURES

The Government will select the most advantageous offer to the Government based on technical merit, cost and other pertinent factors. Award will be made to the technically acceptable offeror who has been determined responsible and who offers the best quality for the price. However, the Government reserves the right to award to other than the lowest offeror, provided that the successful offeror offers a technical advantage that offsets the additional cost. The evaluation process is as follows:

- a. Phase one of the overall evaluation process will be the evaluation of all technical proposals by the Technical Evaluation Committee (TEC)(Exhibit C). The criteria for technical evaluation are set forth in this SSP and will be the sole basis for determining the technical acceptability of proposals. The technical presentation shall be specific and complete in every detail. The culmination of each technical proposal as “technically acceptable”, “susceptible to being made technically acceptable” or “technically unacceptable.”
- b. In phase two of the evaluation process, the Cost Evaluation Committee (CEC)(Exhibit D) shall conduct a cost and price analysis of each proposal and determine whether the cost proposals are reasonable and realistic.
- c. Phase three of the overall evaluation process will be the determination of the competitive range by the Contracting Officer. This determination will include consideration of technical merit and the associated cost of only those proposals identified as "technically acceptable" and "Susceptible to being

made Technically Acceptable". The competitive range will consist of those offerors who have a reasonable chance for award.

d. Phase four of the overall evaluation process will be the conducting of technical and cost negotiations, with all offerors in the competitive range. Subsequently, all offerors, will be informed of the closing date of negotiations. The date will be the final date the "final proposal revisions" will be accepted by the Government.

e. The final phase of the overall evaluation process will be the selection of those offers which represent the best combination of technical quality, cost & other pertinent factors that are most advantageous to the Government in accordance with the RFP and SSP.

CLAUSES INCORPORATED BY REFERENCE

52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004)	OCT 1997
	- Alternate I	
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-27	Single or Multiple Awards	OCT 1995
52.219-24	Small Disadvantaged Business Participation Program-- Targets	OCT 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity Type contract resulting from this solicitation.

(End of clause)

EVIDENCE OF AUTHORITY TO SIGN PROPOSALS

Evidence of the authority of individuals signing proposals to submit firm proposals on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)

(FAR 4.102)

(was 52.204-4008)

ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;

- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.
- (b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
- (c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

(CENAB-CT MAY 1995)
(EFARS 14.406-2)
(was 52.214-4009)

CAUTION TO BIDDERS--BID ERRORS

You are cautioned to exercise extreme care in preparation of your bid. Errors in bids are costly and could result in substantial loss to you as well as delayed award of contracts. Actions you can take to avoid errors are:

- (a) Make sure your bid takes into consideration all amendments to the IFB. If you are uncertain whether you have received all amendments, call the Baltimore District Office, telephone 410-962-3464 or 410-962-5638, in time to obtain any missing amendment.
- (b) If you feel bidding requirements are unclear, contact the Baltimore District Office in writing for an explanation before preparing and submitting your bid.
- (c) Verify all quantities and prices, especially quotations from subcontractors. Make sure no line items have been overlooked in recapitulating. Have your bid reviewed by qualified personnel other than those preparing the bid.
- (d) Retain all original notes, subcontractor quotations, estimates, and summary worksheets from which your bid was prepared. If you have made a mistake in bid, you will need these papers to determine the nature and amount of an error and to support any request you may make for special relief.

End of Clause

(FAR 14.301/JUN 93)
(was 52.214-4010)

DELIVERY OF PROPOSALS

Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(was 52.214-4024)

SUBCONTRACTING PLAN SUBMISSION

- (a) This provision does not apply to Small Business concerns.
- (b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).
- (c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), Woman Owned Businesses (WOB), and HUBZones.
- (d) The proposed plan shall address efforts to broaden SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.
- (e) Contractors should use as a guide, the sample format included in Section J.
- (f) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:
- 45% a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):
- And of that portion placed with small business concerns,
- 20 % shall be placed with small disadvantaged business concerns, to include HBCU/MI's.
- 10% to be placed with women owned small businesses;
- 3 % to be placed with HUBZones small businesses;
- 3% to be placed with Veteran-Owned small businesses;
- 3% to be placed with Service-Disabled Veteran-Owned small businesses.

End of Clause

(CENAB-CT/ Jan 01)
(52.0219-4076)

SUBCONTRACTING GOALS

Prior to award, the selected large business bidder shall submit an acceptable subcontracting plan within the time limit prescribed by the Contracting Officer, consistent with Section 806b) of Public Law 100-180, 95-507 and PL 99-661.

The following goals are considered reasonable and achievable during the terms of the contract:

45% as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

As of that portion placed with small business concerns;

20% shall be placed with small disadvantaged business concerns, to include Historically Black Colleges and Universities and Minority Institutes (HBCU/MI);

10% shall be placed with women owned small businesses;

3% shall be placed with HubZone small businesses;

3% shall be placed with Veteran-Owned small business;

3% shall be placed with Service-Disabled Veteran-owned small business.

End of provision

(52. 0219-4145)

SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing protest with the GAO.

End of Clause

(CENAB-CT APR 97)
(FAR 52. 233-0002)
(was 52.233-4041)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

M.1 GENERAL REQUIREMENTS

The Government intends to award more than one firm fixed price, indefinite-quantity type contract for the non-personnel services of this solicitation. Each offer must, through its proposed personnel, experience/performance, management and technical approach, demonstrate its capability to provide the services and products required in the Scope of Work. The offeror's technical proposal must be specific, complete and demonstrate a thorough understanding of the requirements of the solicitation.

M.2 EVALUATION AND SELECTION PROCEDURES

The evaluation and selection process established for this procurement will be composed of five (5) phases: technical evaluation, cost evaluation, competitive range determination, negotiations and selection.

M.3 TECHNICAL EVALUATION FACTORS

The following technical and management criteria, listed in descending order of importance, will be used to evaluate the technical acceptability of proposals

- a. Capability and demonstrated experience of the firm in accomplishing planning level studies for military installations, federal agencies, and state/local governments.
- b. Experience and qualifications of personnel as it relates to Program Management, Study Management, and technical expertise necessary to accomplish the required work.
- c. Capability and demonstrated experience of the firm in program development as well as application of new technology to existing process and outputs.

M.4 TECHNICAL EVALUATION PROCESS

The Technical Evaluation Committee (TEC) shall evaluate only the Technical Proposal in accordance with the provisions of the RFP. The TEC shall independently review and evaluate each proposal.

Each TEC member shall provide to the TEC chairperson an evaluation based upon the criteria described in Section M. Each member's evaluation shall also include narrative discussion of the advantages, disadvantages and deficiencies of each proposal. Apparent errors and omissions in the proposal shall be highlighted, and areas requiring clarification shall be identified. Evaluation sheets will be completed for each offer which will provide the following written information on each area of evaluation:

- a. Qualitative evaluation
- b. Advantages, disadvantages and deficiencies with justification.
- c. Identification of omissions and impact.
- d. Identification of deficiencies and impact.
- e. Identification of deviations and impact.
- f. Areas requiring clarification or additional data.

Individual evaluation sheets will be completed for each proposal. Written comments will be provided by the evaluator to substantiate the evaluation. After initial evaluation, each proposal will be discussed among the TEC,

and a consensus developed. The following guidance will be used to evaluate the proposals:

Technical Evaluation Criteria

Excellent - Has met all the expectation of solicitation with no significant room for improvement.

Good - Has met the requirements of the solicitation with marginal room for improvement.

Adequate - on balance has met requirement of solicitation, but specific areas could be significantly improved.

Less Than Adequate- Some understanding of requirements, but has not demonstrated sufficient technical or management capabilities and/or individual sub-elements are inadequate.

Poor - Did not address topics or discussion as required by RFP, and/or discussions are grossly lacking with regard to understanding of topic and/or technical or management capabilities.

A consensus evaluation will be developed by the TEC as a whole, based on discussions within the TEC. Each proposal will be classified as “Technically Acceptable”, “Technically Unacceptable” or “Susceptible to being made Technically Acceptable”, after complete review by the TEC. Acceptability will be based on evaluation of the entire package. Individual evaluations may be changed in light of the consensus discussion.

The TEC Chairperson shall furnish to the SSEB chairperson an evaluation summary sheet for each factor in the RFP, the TEC ranking of each proposal, a summary narrative identifying overall significant advantages, disadvantages and deficiencies and a discussion supporting and/or tempering the aggregate evaluation.

M.5 COST EVALUATION

The CEC shall conduct an analysis of each proposal and determine whether the cost proposals are reasonable and realistic. All proposals shall be reviewed to ensure that all requirements of the solicitation were considered. The CEC shall identify apparent errors and oversight, and shall highlight areas for clarifications by possible future discussions with the offerors.

The CEC Chairperson shall furnish the SSEB Chairperson with a narrative price analysis of each proposal. The cost analysis shall identify areas in each proposal to be clarified or negotiated.

M.6 COMPETITIVE RANGE DETERMINATION

The SSEB shall review the reports of the TEC and CEC, and shall recommend to the SSA a competitive range. The competitive range shall consist of the most highly rated proposals. Decisions shall be made on the basis of an assessment of the evaluation of the results as a whole. This determination will include consideration of technical merit and the associated cost of only those proposals identified as "Technically Acceptable" or "Susceptible to being made Technically Acceptable.”

M.7 NEGOTIATIONS

After initial evaluation, discussions/negotiations will be held with the offerors within the competitive range. Request for clarification will be drafted by the SSEB and signed by the SSA. The TEC and CEC using the methodology outlined above will re-evaluate the proposals revised that were revised as a result of discussions/negotiations.

The elimination of offerors from the competitive range will be in accordance with FAR 15.306(c). Offerors shall not be eliminated because of minor irregularities, informalities, or minor mistakes in the offer which can be corrected through clarification. Discussions or negotiations will be conducted with all offerors in the competitive range in

accordance with FAR 15.306(d). This requires that substantive deficiencies be clearly identified to the SSEB so that they may be disclosed to the offeror and provide the offeror an opportunity to modify their proposal.

Price/Cost shall not be scored, but shall be evaluated through the use of cost analysis (FAR 15.404-1).

At conclusion of discussions/negotiations, Final Proposal Revisions will be requested of all offerors that have been previously determined to be within the competitive range.

M.8 SELECTION

Upon receipt of Final proposal revisions, the TEC and CEC will reconvene separately to evaluate the Final proposal revisions using the same criteria as for the original evaluation. Final evaluation reports will be prepared and submitted to the SSEB. Final evaluation reports shall indicate any adjustment in the ranking that resulted from the original evaluation.

After the evaluation of all submittals for technical merit and cost acceptability, and based on conversations with and final written reports from the TEC and CEC, the SSEB will recommend to the SSA, award to the offerors whose proposals are considered most advantageous to the Government (i.e., best value) in accordance with the basis of award contained in the solicitation.

Award will be made on the basis of an acceptable offer, the price or cost of which is not necessarily the lowest, but which is sufficiently more advantageous than the lowest offer so as to justify the payment of a higher price or cost.

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

LOCAL CLAUSE - M

SUBCONTRACTING PLAN EVALUATION

- (a) This provision does not apply to Small Business concerns.
- (b) In accordance with AFARS 19.705, all subcontracting plans submitted pursuant to Section L provision, SUBCONTRACTING PLAN SUBMISSION (52.0219-4076), will be evaluated by the Baltimore District Small Business Office.
- (c) Failure to submit and negotiate an acceptable subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) Refer to Section L of this solicitation for specific goals guidance.

End of Clause

(CENAB-CT JUL 1996)

(AFARS 19.7)
(was 52.219-4077)

EVALUATION OF F.O.B. DESTINATION

The items called for in Section B of this solicitation shall be delivered F.O.B. Destination. Bids/Offers submitted on a basis other than f.o.b. destination will be rejected as nonresponsive.

End of Clause

(CENAB-CT JUNE 1992)
(FAR 47.305-4(b))
(was 52.247-4042)